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COPY

**AGREEMENT**

between

Township of Egg Harbor, Atlantic County

and

Higher Level of Supervisors of Egg Harbor Township  
Communications Workers of America, AFL-CIO

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January 1, 2004 through December 31, 2006

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## **PREAMBLE**

This Agreement entered into this \_\_\_\_ day of May 2004, by and between **EGG HARBOR TOWNSHIP**, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter called the “Township,” or its successors, and **HIGHER LEVEL OF SUPERVISORS OF EGG HARBOR TOWNSHIP, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**, hereinafter called the “Union,” represents the complete and final understanding on all bargainable issues between the Township and the Union.

## **ARTICLE I**

### **RECOGNITION**

- A. The Township hereby recognizes the Union as the sole and exclusive collective negotiating agent and representative for all full-time and regular part-time employees of the Township employed in the following classifications: Fire Official, Director of Recreation, Construction Official, Court Administrator, Land Use Administrator, Tax Collector, Tax Assessor and Director of Public Works employed by the Township, excluding all other employees, Township Clerk, craft employees, police employees, managerial executives, confidential employees and professional employees within the meaning of the Act.
- B. The term "regular part-time" shall be defined as all employees employed on an annual basis for a minimum of twenty-five (25) hours per week. Regular part-time employees shall not include high school students working for the Township as part of an educational program for which they receive high school credit.
- C. The title "employees" shall be defined to include the plural as well as the singular and to include males and females.
- D. Any reference to an individual acting on behalf of the Township shall also include any person designated by that individual.
- E. If the Township creates a Department Head position where the position or classification is not specifically included in Section A above, that position will automatically be included in this bargaining unit.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
  - 1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
  - 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  - 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.
  - 4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
  - 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
  - 6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
  - 7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and

practices in the furtherance thereof, and the use of judgement and discretion in the connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A :1-1 et seq or any national, state, county or local law or regulations.

## **ARTICLE III**

### **RULES AND REGULATIONS**

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. All written rules and regulations shall be provided to the Union immediately upon promulgation.
- C. The Union shall have the sole right to designate Shop Stewards and specify their respective Union responsibilities and authority to act for the Union.

**ARTICLE IV**  
**TABLE OF ORGANIZATION**

- A. The Township agrees to provide the Union with a full and complete Table of Organization, and agrees to provide the Union with an updated Table of Organization within ten (10) days of any change.
- B. The Township shall provide the Union with a current list of all bargaining unit members, showing each employee's salary, salary level, and address. The Township shall provide written notification of all level changes, position transfers, new hires (name, position and address), and resignations within ten (10) days of all such actions. Written notice to the Shop Steward or his designee shall constitute such notification and is the preferred method of notice.

**ARTICLE V**  
**NON-DISCRIMINATION**

- A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, or political affiliation.
- B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

**ARTICLE VI**  
**MAINTENANCE OF WORK OPERATIONS**

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.
- D. The Township agrees that it will not engage in the lockout of any of its members.

**ARTICLE VII**  
**DUES DEDUCTIONS & AGENCY SHOP**

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B.
  - 1. A check-off shall commence for each employee who signs properly dated authorization card supplied by the Union and verified by the Township Treasurer during the month following the filling of such card with the Township.
  - 2. Dues deducted, together with a list of the names and amounts deducted, will be sent to:

Local Treasurer  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
Local 1032  
67 Scotch Road  
Ewing, NJ 08628
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by President of the Union of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- E. Any such written authorization may be withdrawn at any time by the filing of notice such withdrawal with the Chief Financial Officer. The filing of the notice of withdrawal shall be effective to half deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

- F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representatives.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- J. Prior to January 1 of each year, the Union shall provide advance written notice to all persons and entities required by law, the information necessary to compute the fair share fee for services enumerated above.
- K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- L. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead

of the Union and signed by the President of the Union, advising of such changed deductions.

- M. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only members in the Union. This Agreement has been executed by the Township after it had satisfied itself that the Union is a proper majority representative.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Township Administrator.
- C.
  - 1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, administrative decisions affecting them.
  - 2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

**STEP ONE:** The aggrieved or the Union shall institute action under the provisions hereof within ten (10) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Township Administrator or his designated representative for the purpose of resolving the matter informally. Failure to act within said ten (10) work days shall be deemed to constitute an abandonment of the grievance.

**STEP TWO:** If no agreement can be reached orally within five (5) work days of the initial discussion with the Township Administrator, the employee or the Union may present the grievance in writing within five (5) work days

thereafter to the Township Administrator or his designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the contract violated, and the remedy requested by the grievant. The Township Administrator will schedule a meeting with the employee and a Union representative within ten (10) work days after receipt of the written grievance. The Township Administrator or his designated representative will answer the grievance in writing within five (5) work days of said meeting.

**STEP THREE:** If the Union wishes to appeal the decision of the Township Administrator, such appeal shall be presented in writing to the Township Committee or its designated representatives within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee or its designated representative will schedule a meeting with the employee and a Union representatives within ten (10) work days after receipt of the written submission. The Township Committee or its designated representative shall respond in writing within ten (10) work days of said meeting.

**STEP FOUR:** If the grievance is not settled through Steps One, Two, and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) work days from the decision of the Township Committee. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E.     1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The

arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

- F. Upon prior notice to and authorization of the Township Administrator, the designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## **ARTICLE IX**

### **DISCIPLINE**

- A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:
  - 1. Verbal reprimand
  - 2. Written reprimand
  - 3. Suspension without pay
  - 4. Termination
- B. The Township may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.
- C. Employees shall receive an employee interview with the Township Administrator whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file.
- D. Employees shall have the right to have a shop steward present at the employee's request at any and every step of the disciplinary procedure.
- E. The Union shall be given notification of disciplinary action within five (5) working days after implementation of the disciplinary action. Written notice to the shop steward or his/her designee shall constitute such notification and is the preferred method of notice.

## ARTICLE X

### HOURS OF WORK AND OVERTIME

- A.
  - 1. All full-time bargaining unit employees shall work forty (40) hours per week.
  - 2. Flexible hours shall be provided for employees to work their forty (40) hours, except for the Public Works Director. Employees can schedule their hours between 8:00 a.m. and 5:00 p.m. with either a half or full hour for lunch. Their schedule must be approved in advance by their department head and/or Administrator. Public Works Director's hours of work are 7:00 a.m. to 3:30 p.m. with a half hour for lunch. Any existing approved work schedule shall remain in effect during the continued employment of that employee.
- B. The work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. The work day shall be the period of twenty-four (24) hours starting and ending at midnight.
- C. Upon reasonable notice, starting and stopping times, lunch break and days of work may be modified by the Township to accommodate the needs of the Township.
- D.
  - 1. All employees shall receive overtime pay for all hours worked in excess of forty (40) hours worked at the rate of one and one-half (1 ½ ) times the employees regular base rate of pay.
  - 2. An employee may request compensatory time off in lieu of pay. The rate of compensatory time will be at the same rate as paid time. An employee shall be able to accumulate a "bank" of a maximum of forty (40) hours compensatory time, to be taken as scheduled and mutually agreed to by the employee and the Township Administrator. If the employee cannot or does not use the accumulated compensatory time off by the end of the next calendar year, he shall be paid for said time at the rate of one and one half (1-½ ) times his regular base rate of pay.
- E. For the purpose of calculating overtime, all paid leave will be considered as time worked, except sick leave which will not be considered time worked.
- G. There shall be no pyramiding of overtime payments.

- H. No employee shall be required to work more than sixteen (16) continuous hours. Any employee working sixteen (16) continuous hours shall receive an eight (8) hour rest period without compensation. However, if this rest period includes any time within the employee's regular scheduled work day, he/she shall receive his/her normal compensation for that time.
- I. If any employee is recalled to duty, either before the beginning or after the completion of his/her normal shift, he/she shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, except for the court Administrator, who shall receive the minimum only, for the first time he/she is called out on a given day. The minimum guarantee shall apply provided said recall duty is not contiguous with the employee's normal work day. The Township shall have the right to retain the employee on duty for the minimum time period.
- K. All overtime must be approved in advance by the Township Administrator, except for verified emergencies.

## **ARTICLE XI**

### **HOLIDAYS**

- A. All full-time probationary and permanent employees shall receive the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	Christmas Eve (½ Day)

- B. If Christmas Eve falls on Monday or Thursday, a full day holiday shall be granted. If Christmas Eve falls on a Friday, a half day holiday shall be granted on Thursday.
- C. If a holiday falls on a Sunday, it shall be observed on the following Monday. In the event that a holiday falls on a Saturday, it shall be observed on a Friday.
- D. When a full-time probationary or permanent employee is required to work on any legal holiday or any date determined by the Township to be observed as a holiday, he/she shall be entitled to a compensatory day off, at a time approved by the Township Administrator. At the Township's option, the employee may be compensated for working on said holiday by receiving straight time payment for the holiday in addition to his/her regular payment for working on said day. If the Township does not elect to pay employee and the employee requests the compensatory day off within two (2) weeks of the holiday, the employee must be granted said holiday so long at least five (5) work days' notice is given and there is no manpower shortage prohibiting the Township from granting the day off.
- E. In the event a legal or official holiday occurs while an employee is on sick leave, he/she shall not have such holiday charged against his/her sick leave.

- F. In the event a legal or official holiday occurs during an employee's vacation leave, he/she shall not have such holiday counted as a day of his/her vacation, but he/she shall be entitled to a substitute day of vacation leave.
- G. If a part-time employee is normally scheduled to work on a holiday, and is not required to work on the holiday, he/she shall receive his/her regular pay for that day.

## ARTICLE XII

### VACATIONS

A. An employee shall be entitled to paid vacation according to the following schedule:

Years of Service	Number of Working Days
1 <sup>st</sup> full calendar year of service	five-sixth (5/6) working days per month
2 <sup>nd</sup> through 5 <sup>th</sup> year of service	twelve (12) working days per year
6 <sup>th</sup> through 10 <sup>th</sup> year of service	fourteen (14) working days per year
11 <sup>th</sup> through 15 <sup>th</sup> year of service	seventeen (17) working days per year
16 <sup>th</sup> through 19 <sup>th</sup> year of service	twenty-one (21) working days per year
20 <sup>th</sup> through 24 <sup>th</sup> year of service	twenty-three (23) working days per year
after 25 years of service and thereafter	twenty-five (25) working days per year

- B. 1. All vacation time must be taken in the year accrued. If an employee is unable to take his or her vacation time in the year in which it accrues because the Township does not allow the employee to take the vacation based upon the needs of the Township, then any vacation accrued and not taken by the employee shall be carried into the next succeeding calendar year only.
2. Upon request by an employee and in the sole discretion of the Township Administrator, an employee may carry up to a maximum of ten (10) accrued vacation days into the next succeeding year, to be scheduled at a time mutually agreeable to the employee and the Township Administrator.
- C. A vacation period shall consist of no less than five (5) consecutive work days. Vacation periods of less than five (5) days may be taken upon approval and within the sole discretion of the Township Administrator.
- D. 1. Requests for vacation leave of five (5) or more consecutive work days shall be submitted by the employee in writing to the Township Administrator at least three (3) weeks prior to the requested vacation, except in cases of emergency.
2. Vacation leaves shall be scheduled to eliminate, as far as practicable, the

- necessity of engaging temporary personnel to perform the duties of the vacationing employee.
3. No changes in vacation leave schedules shall be permitted without the consent of the Township Administrator.
  4. All vacations shall be subject to adjustment by the Township on the basis of emergency only.
- E. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled work days in any given month, due to disciplinary suspension or leave of absence without pay, said employee shall not accrue any vacation time for that month.
- F. Part-time employees shall be entitled to accrue vacation time based upon their number of hours worked as proportionate to the maximum number of hours worked by any full-time employee working in their department.
- G. An employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

## **ARTICLE XIII**

### **SALARIES**

- A. For the 2004 calendar year, all bargaining unit employees shall receive a salary increase in accordance with attached Schedule A. Salary increases for 2004 are due and owing on January 1 of that year.
- B. For the 2005 calendar year, all bargaining unit employees shall receive a salary increases in accordance with attached Schedule A. Salary increases for 2005 are due and owing on January 1 of that year.
- C. For the 2006 calender year, all bargaining unit employees shall receive a salary increases in accordance Schedule A. Salary increases for 2006 are due on January 1 of that year.
- D. Employees on his/her anniversary date (date of CWA appointment) shall advance to the next level of their position category. If the employee has reached the highest level in their category, no additional increases shall be granted.
- E. Annual salary shall be paid biweekly by dividing the annual salary by the number of work days in the year.

## **ARTICLE XIV**

### **LONGEVITY**

- A. 1. All full-time employees hired before January 1, 1992 shall be paid in addition to and together with their annual base salary additional compensation based upon the length of his/her service and determined according to the following schedule.

<b>Years of Service</b>	<b>% of Annual Base Salary</b>
Starting the 10 <sup>th</sup> year	4 percent
Starting the 15 <sup>th</sup> year	5 percent

2. Those employees hired after January 1, 1992 shall not be entitled to longevity.
- B. "Years of service" shall be defined as all time an employee is employed by the Township. An employee's anniversary date for the purposes of longevity shall be determined from the employee's date of hire.
- C. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate.

## **ARTICLE XV**

### **SICK LEAVE**

- A. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first calendar year of service, one and one-quarter (1-1/4) working days for every month of service during the next calendar year of employment. On January 1 of the next calendar year and January 1 of every succeeding calendar year, if the employee has a minimum of ten (10) accumulated sick leave days, he shall accrue fifteen (15) working days as of January of that calendar year. If on January 1 of any calendar year the employee does not have a minimum of ten (10) accumulated sick leave days, he/she shall continue to accrue sick leave on the basis of one and one-quarter (1-1/4) working days for every month of service.
- B. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to be used if and when needed for such purpose, up to maximum of two hundred twenty (220) days.
- C. Sick leave is hereby defined to mean absence from post of duty by an employee by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon his/her spouse, child, or other member of his/her immediate family living in the employee's household who is seriously ill and requires the attendance of the employee. Sick leave may also be used for no more than one (1) month because of attendance of the employee upon his/her parent who does not reside in the employee's household and is seriously ill and requires the attendance of the employee.
- D. If an employee shall have reported for duty and shall be required to leave his/her post of duty for any of the above enumerated reasons prior to the completion of one-half of his/her work day, he/she shall be charged one-half day's sick leave. If he/she shall have completed more than one-half day's duty before being required to leave, he/she shall not be charged sick leave for that day.
- E. Any employee who shall be absent from work for three (3) or more consecutive

working days for sick leave or leave in attendance of a member of the employee's family as delimited in Section C of this Article, or for more than seven (7) working days of at least three (3) occurrences in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness, and, where necessary, substantiating the necessity of the employee attending to a family member delimited in Section C of this Article. Any day for which acceptable medical evidence substantiating the illness has been submitted shall not be counted toward the seven (7) days enumerated above.

- F. The Township Administrator may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Township Administrator. If the Township requires a physical examination, it shall be performed by a physician selected by the Township and at Township expense.
- G. In order to receive compensation while absent on sick leave, an employee shall report his or her absence at least one-half ( $\frac{1}{2}$ ) hour prior to the start of his or her shift, where possible, except where emergency circumstances prevent the employee from doing so. In those circumstances, the employee shall report his/her absence as promptly as possible. Failure to so notify may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action. The Township shall designate the person or persons to whom notification must be given.
- H. Abuse of sick leave shall be cause for disciplinary action and may constitute justifiable cause for dismissal.
- I. In case of sick leave due to contagious disease, a certificate is required from a valid health agency.
- J. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled work days in any given month, due to disciplinary suspension or leave of absence without pay, said employee shall not accrue any sick leave time for that month.
- K. Part-time employees shall accrue and be entitled to sick leave based upon their number of hours worked as proportionate to the number of hours worked by full-time employees working in their department.

- L. Employees, at their option, may be paid fifty percent (50%) of their annual unused sick leave from the preceding year, no later than March 15<sup>th</sup> of the succeeding year. The remaining fifty percent (50%) of their unused annual sick leave shall be accumulated without limitation. The sick leave payment cannot cause the amount of days accumulated to drop below twenty-five (25).
- M. Employees, at their option, may be paid for a maximum of twenty-five (25) sick days from their sick leave balance if that balance is seventy-five (75) days or greater prior to payment. If an employee exercises this option, they are precluded from exercising their option in Section L above.
- N. Any employee who terminates his or her employment with the Township, or whose employment is terminated by the Township, shall be entitled to sick leave on a pro-rated basis for the purpose of entitlement under Article XVI, Terminal Leave, or for the purpose of reimbursement to the Township.

## **ARTICLE XVI**

### **TERMINAL LEAVE**

- A. An employee who is laid off, retires, or resigns in good standing after completion of at least ten (10) consecutive full years of permanent full-time employment with the Township shall receive payment for unused sick leave at the rate of twenty-five percent (25%) of their annual salary at the date of such termination. A maximum payment of Seven Thousand Five Hundred Dollars (\$7500) shall be paid regardless of the number of sick days accumulated.
- B. An employee who is laid off, retires, or resigns in good standing of at least twenty (20) consecutive full years of permanent full-time employment with the Township shall receive payment for unused sick leave at the rate of fifty percent (50%) of their annual salary at the date of such termination. A maximum payment of Fifteen Thousand Dollars (\$15,000) shall be paid regardless of the number of sick days accumulated.
- C. An employee who retired pursuant to the Public Employee Retirement System with a minimum of twenty-five (25) continuous years of service as a permanent full-time employee of the Township shall receive payment for unused sick leave at the rate of one hundred percent (100%) of their annual salary at the time of retirement. A maximum payment of Fifteen Thousand Dollars (\$15,000) shall be paid regardless of the number of sick days accumulated.
- D. If an employee is eligible for disability retirement pursuant to the Public Employee Retirement System or dies while employed by the Township, the Township shall pay

to the employee or his estate, payment for unused sick leave at the rate set forth in Sections A, B, C, and E of Article XVI.

- E. All employees hired after July 1, 1995, who are laid off, retire, or resign in good standing after completion of at least ten (10) consecutive full years of permanent full-time employment with the Township shall be entitled to a maximum of twenty-five percent (25%) of their annual salary at the date of such termination. A maximum payment of Five Thousand Dollars (\$5,000) shall be paid regardless of the number of sick days accumulated.

**ARTICLE XVII**  
**PERSONAL DAYS**

- A. 1. Full-time permanent employees shall be entitled to three (3) days a year of leave for personal, business, household or family matters described in this Section and shall be non-accumulative. One (1) personal day per year may be utilized in hourly leave increments by the employee at their option.
  - 2. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service, and shall continue to accrue personal days on this same basis after they are made permanent until the end of the calendar year in which they became a permanent employee. Thereafter, they shall accrue personal days pursuant to Section A.1 above. Probationary employees shall be entitled to use accrued personal days during their probationary period.
  - 3. Part-time employees shall accrue personal days based upon their number of hours worked as proportionate to the number of maximum hours worked by full-time employees in their department.
- B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.
  - C. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his family.
  - D. Application in duplicate for a personal day containing the reasons for the leave must

be submitted at least forty-eight (48) hours in advance, except where circumstances prohibit the giving of such notice.

- E. Personal days may be taken any time during the year. Only one (1) personal day may be taken during the month of December.
- F. Personal days will not be deducted from vacation, holiday, or sick leaves.
- G. An employee who terminates his employment with the Township, or whose employment is terminated with the Township, shall be entitled to personal days on a pro-rated basis.

## **ARTICLE XVIII**

### **FUNERAL LEAVE**

- A. In the event of death of the employee's parent or step-parent, spouse, child, step-child or foster child of the employee, the employee shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event to exceed five (5) consecutive working days.
- B. In the event of death of the employee's father-in-law, mother-in-law, grandparent, grandchild, sister, brother, and relatives residing in his or her household, the employee shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event to exceed three (3) consecutive working days.
- C. Upon recommendation of the Township Administrator and approval by the Township Committee, additional time may be granted pursuant to this Article where circumstances justify such an extension.

## **ARTICLE XIX**

### **JURY LEAVE**

A. Any permanent full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall receive full pay from the

Township and shall sign over to the Township Treasurer all monies received for services, excluding mileage reimbursement, on such jury subject to the following conditions:

1. The employee must notify his or her supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No employee is attending jury duty during vacation and/or other time off from Township employment; and
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

C. If, on any given day an employee is attending jury duty outside of Atlantic County, and is released by the court prior to 10:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

## **ARTICLE XX**

### **MILITARY LEAVE**

- A. Military leave will be granted in accordance with New Jersey State Statutes.
- B. Employees shall be required to notify their Township Administrator and the Treasurer at least two (2) weeks in advance of the required leave. An employee's pay will be withheld until a copy of his/her orders are supplied to both the Township Administrator and Treasurer in order to verify the employee's eligibility for leave. The employee shall receive his/her full pay from the Township and shall sign over to the Township Treasurer all monies received for military service.

**ARTICLE XXI**  
**INJURY LEAVE**

- A. 1. In the event an employee becomes disabled by reason of a work-related injury or illness and is unable to perform his or her assigned duties, then, in addition to any sick leave benefits otherwise provided for herein, the employee shall be entitled to full pay for a period of up to one (1) year, provided all conditions of this Section A are met.
  2. When an employee requests injury leave, he or she shall be placed on “conditional injury leave” until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township’s Workman’s Compensation carrier, with the final determination, if necessary, to be made by the Workman’s Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time; and, if necessary, against any other accumulated leave time. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
  3. When an employee is granted either “conditional injury leave” or “injury leave,” the employee shall surrender and deliver any compensation, disability

- or other payments to the Township Treasurer and receive his/her entire salary payment.
- B. Any employee who is injured, whether slight or severe, while working, must make an immediate report thereof to the Township Administrator prior to the end of his/her work day.
- C. It is understood that the employee must file an injury report with the Township Administrator so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- E. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- F. The Township, at its option, and upon certification by the Township appointed physician may extend the injury leave for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his/her duties for the additional time period.
- G. If the Township can prove an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Township.

## **ARTICLE XXII**

### **LEAVE OF ABSENCE WITHOUT PAY**

- A. A permanent full-time employee may be granted leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interests of the Township when recommended by the Township Administrator and approved by the Township Committee.
- B. Applications for leave without pay must be submitted in advance, in writing, to the Township Administrator, stating the employee's reason for requesting such leave and containing a statement that he/she intends to return to the Township's service after the expiration fo such leave.
- C.
  - 1. A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.
  - 2. Upon written request and certification from the employee's physician that additional time is needed, the Township, in its sole discretion, may extend maternity leave beyond three (3) months.
- D. During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued.

**ARTICLE XXIII**

**ABSENCE WITHOUT LEAVE**

- A. Absence without notification for five (5) consecutive days shall constitute a resignation.

**ARTICLE XXIV**

**PROBATIONARY PERIOD**

- A. Except when statutory requirements direct otherwise, all new employees shall serve a period of probation of at least three (3) months and no more than six (6) months.
- B. The Township Committee, at its sole discretion, may waive all or any part of the probationary period when the Township Committee deems such a waiver to be reasonable and in the best interests of the Township.

**ARTICLE XXV**

**EMPLOYEE QUALIFICATIONS**

- A. If an employee loses his/her driver's license or for any reason is no longer qualified for his/her present position with the Township, the Township shall attempt to place the employee in another position, if a vacancy exists and the employee is qualified to perform the job duties of this other position.

**ARTICLE XXVI**  
**EMPLOYEE RATING**

- A. All full-time permanent employees shall be evaluated annually by the Township Administrator within thirty (30) days of the employee's anniversary date.
- B. The annual evaluation shall be in written form by the Township Administrator and be reviewed privately with the employee. The employee shall receive a copy of his/her written evaluation. The evaluation shall become a permanent part of the employee's personnel record.
- C. After the employee has reviewed his/her rating form and has had the opportunity to review it with the Township Administrator, the employee shall have the right to respond, in writing to the employment rating if he/she so desires.
- D. If the employee is dissatisfied with the rating, he/she shall have the right to grieve the rating.
- E. The Township's criteria for rating employees shall be made known to the employees as soon as they are determined.

**ARTICLE XXVII**  
**REDUCTION IN FORCE**

- A. Any employee covered by this Agreement whose position is eliminated as a result of a layoff, reorganization or any other reason, shall be given the following option of:
  - (1) accepting another position within the affected employee's current department; (2) accepting a position elsewhere in the Township provided the employee has the necessary skill and ability to perform the required work; or (3) accepting the layoff.
- B. The Township agrees to meet and confer with the Union at least forty-five (45) days prior to any reduction in force to discuss the affects, ways to lessen the severity of, or seek alternatives to the reduction in force.

**ARTICLE XXVIII**  
**PERSONNEL FILES**

- A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Township. The Township shall not keep any files that are unknown and/or inaccessible to the employees, except for privileged files kept by the Township Solicitor.
- B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or his/her designee any written evaluation reports or written complaints which may be contained in his personnel file.
- C. Whenever a written complaint concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and he/she shall be given the opportunity to rebut same in writing if he/she so desires.

**ARTICLE XXIX**  
**HOSPITALIZATION INSURANCE**

- A. The Township agrees to provide hospitalization insurance through the New Jersey State Health Benefit Plan (or any other substantially equal health benefit plan) for all employees and eligible dependents covered by this Agreement for a cost per month not to exceed:

Single	\$350
Parent/Child	\$450
Husband/Wife	\$650
Family	\$800

- B. 1. The Township agrees to provide dental, optical and prescription insurance coverage at the same level as the prior retail clerks plan, for all employees and eligible dependents covered by this agreement, at the Township's expense for the life of this contract.
2. Prescription plan co-pay shall be one dollar (\$1) for generic prescriptions and five dollars (\$5) for all others.
- C. Medical buy-out provision which allows employees to opt out of medical hospitalization coverage for a period of one (1) year. An employee exercising this option must provide to the Township proof of medical coverage as of the date of payment. For those who opt to buy out, a payment equal to fifty (50) percent of the annual cost of coverage shall be made prior to April 15. Employees may buy back into the medical hospitalization coverage at their own expense on the first of the month following notification of their intent to resume Township coverage.
- D. A labor-management subcommittee shall be established upon signing of this

agreement to identify modifications to the current hospitalization coverage to reduce costs to both employees and the Township. A sign off by a designated CWA official is required prior to implementation of such modification.

**ARTICLE XXX**  
**EDUCATION BENEFITS**

- A. When the Township requests or requires an employee to take a course and designates the course to be taken, the Township shall pay for any tuition fees, book costs, or other direct out-of-pocket expenses incurred in the completion of said course, upon submission of written verification of expenses and satisfactory completion of the course.
- B. Upon prior approval by the Township, any employee taking a college credit course at an accredited post graduate institution where said course, in the sole opinion of the Township, shall assist the employee in performing his/her duties more productively and efficiently, shall be reimbursed for the cost of tuition and books, upon verification of satisfactory completion of the course.
- C. Employees shall be released from work time without loss of pay to attend any courses required by the Township or legally required for license renewal.
- D. The Township agrees that an employee who receives academic credits for study in an institution of collegiate level which offers a college curriculum leading to or creditable toward an undergraduate Associate or Baccalaureate degree in a job-related field of study shall receive a college allowance. The Township shall determine if the course of study is in a job-related field of study prior to the courses being taken, and the Township must give prior approval in order for the employee to be eligible for the college allowance. The college allowance shall be in accordance with the following schedule:

Credits/Degree	Allowance
Associate's Degree from a regionally accredited institution	\$500
Baccalaureate Degree from a regionally accredited institution	\$1,000
Master's Degree from a regionally accredited institution	\$1,500

- E. The above college allowance is additional compensation to be paid effective upon the date a copy of such degree is submitted to the Township, will be a permanent addition to the employee's base salary, and will be paid in one (1) lump sum on the first pay day in December.
- F. Any employee who becomes entitled to payments in accordance with Section D above who terminates his employment within one (1) year of entitlement shall reimburse the Township for the entire increment paid to him/her pursuant to Section D above. If any employee terminates his/her employment between one (1) and two (2) years of entitlement, she/he shall reimburse the Township for one-half ( $\frac{1}{2}$ ) the increment paid to him/her pursuant to Section D above. If an employee terminates his/her employment after two (2) years of entitlement, he/she shall not be required to reimburse the Township for any college incentive payments.

**ARTICLE XXXI**

**MEAL AND TRAVEL ALLOWANCE**

- A. Any employee required to work more than twelve (12) continuous hours shall receive a meal allowance of six dollars (\$6) and one-half (½) hour break. An employee shall receive an additional meal allowance of six dollars (\$6) and an additional one-half (½) hour break for every additional eight (8) hours worked contiguous with the initial twelve (12) continuous hours.
- B. Employees receiving prior approval to attend conventions, conferences, seminars, training sessions, or other meetings, either required by the Township or in the performance of their official duties for the Township, shall receive per diem travel expenses, hotel lodgings, meal allowance, and incidental expenses related thereto as approved in advance in writing by the Township.
- C. Whenever an employee is required to use their personal vehicles for work-related travel he/she shall be reimbursed at the rate of the United States Government Internal Revenue Service equivalent on allowance per mile for work-related automobile use. This rate shall be fixed annually on January 2 of each year.

## **ARTICLE XXXII**

### **BULLETIN BOARDS**

- A. The Union shall have the sole use of designated Union bulletin boards, approximately 4' x 3', located in the Municipal Building, and Maintenance Building for the sole purpose of posting notices relating to meetings and official business of the Union only. The Township shall provide and install these bulletin boards in mutually agreeable locations.
- B. Only material authorized by the signature of the Union Representative, President, Steward, or alternate shall be permitted to be posted on said bulletin boards.
- C. The Township may have removed from the bulletin boards any material which does not conform with the intent of the above provisions of this Article.
- D. When a position/vacancy is to be filled by the Township for any position covered by this Agreement, the Township shall give written notice posted on all Union bulletin boards, at least ten (10) days prior to the date of application being closed. The notice shall contain the following format:

**Date of Post:**

**Date of Application Closure:**

**Position Title:**

**Description of Position:**

**Requirements for Position:**

**Application Instructions:**

**ARTICLE XXXIII**  
**TOWNSHIP EQUIPMENT**

- A. Whenever any employee damages any Township equipment, a full written report shall be made and forwarded to the Township Administrator's office.
- B. When any Township-owned vehicle is involved in an accident, the Police Department must be notified immediately so that they may conduct an on-the-scene investigation and prepare an accident report as required. The driver must also file a full report as required in Section A above.
- C.
  - 1. In the event of an accident, the Township Administrator may convene a review board consisting of the Township Administrator and at least one (1) other employee to review the accident and determine if negligence is involved, or if any disciplinary action should be recommended.
  - 2. When an employee is being interviewed about an accident, he/she shall have the right to have a Union Steward present. If a Union Steward is not available, the employee has the right to have another Union representative present.

**ARTICLE XXXIV**  
**UNIFORM ALLOWANCE**

- A. The Township agrees to provide the Public Works Director with uniforms which includes pants, shirts, Spring-weight jacket, Winter-weight jacket and rain pants and jacket.
- B. The Township agrees to provide the Public Works Director a purchase replacement allowance in the amount of Two Hundred Fifty Dollars (\$250) per year.
- C. The Township agrees to provide the Construction Official and Fire Official with a hard hat, galoshes, and coveralls.

**ARTICLE XXXV**

**ACCESS TO PREMISES**

- A. The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, so long as prior notice is given to and prior approval is obtained from the Township Administrator. Such access shall not be unreasonably denied.

**ARTICLE XXXVI**

**SEPARABILITY AND SAVINGS**

- A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be affected, and shall remain in full force and effect.
- B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Township and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Township nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

**ARTICLE XXXVII**

**FULLY-BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of Collective Bargaining and that the understanding of that right and opportunity are set forth in this Agreement.
- C. The Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.
- E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreement and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or

otherwise. The Union for the life of this Agreement hereby waives any rights to demand, but may request, to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claims not expressed in this Agreement.

- F. This Article does not apply to any position newly created by the Township, or any situation where the Township changes or alters any negotiable term and condition of employment.

**ARTICLE XXXVIII**  
**DURATION OF AGREEMENT**

A. This Agreement shall become effective on January 1, 2004, and shall terminate on December 31, 2006. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures.

**EGG HARBOR TOWNSHIP  
ATLANTIC COUNTY, NEW JERSEY**  
A New Jersey Municipal  
Corporation

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James J. McCullough, Mayor

Dated: May \_\_\_, 2004

Attested:

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Patricia Indrieri, RMC, Township Clerk

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Peter J. Miller, Township Administrator

**THE HIGHER LEVEL OF SUPERVISORS OF  
EGG HARBOR TOWNSHIP, CWA**

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Paul Pologruto, CWA Rep, Local 1032

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Lloyd A. Simerson, CWA President

---

Nancy Scaricamazza, Bargaining Unit Rep

---

Donald Stauffer, Bargaining Unit Rep

---

Ruth Barrett, CWA National Representative

**Category A: Public Works Director**

Level	2004	2005	2006
1	58,230	60,559	62,982
2	61,038	63,479	66,019
3	63,846	66,399	69,056
4	66,654	69,319	72,093
5	69,462	72,239	75,130
6	72,270	75,161	78,167

**Category B: Construction Official, Tax Collector**

Level	2004	2005	2006
1	53,969	56,128	58,373
2	56,465	58,724	61,073
3	58,961	61,320	63,773
4	61,457	63,916	66,473
5	63,953	66,512	69,173
6	66,449	69,107	71,871

**Category C: Fire Official**

Level	2004	2005	2006
1	50,852	52,886	55,002
2	53,348	55,482	57,702
3	55,844	58,078	60,402
4	58,340	60,674	63,102
5	60,836	63,270	65,802
6	63,332	65,865	68,500

**Category D: Court Administrator, Recreation Director**

Level	2004	2005	2006
1	46,125	47,970	49,889
2	49,245	51,215	53,264
3	52,365	54,460	56,639
4	55,485	57,705	60,014
5	58,605	60,950	63,389
6	61,725	64,194	66,762

**Category E: Tax Assessor**

Level	2004	2005	2006
1	45,719	47,548	49,450
2	48,839	50,793	52,825
3	51,959	54,038	56,200
4	55,079	57,283	59,575
5	58,199	60,528	62,950
6	61,319	63,772	66,323

**Category F: Land Use Administrator**

Level	2004	2005	2006
1	35,872	37,307	38,799
2	38,156	39,682	41,269
3	40,440	42,057	43,739
4	42,724	44,432	46,209
5	45,008	46,807	48,679
6	47,292	49,184	51,151

CWA MEMBER	2004	2005	2006
Lavner	E6	E6	E6
Leonardis	B6	B6	B6
Lincoln	D6	D6	D6
Miller	B4	B4 B5 (4/19/05)	B5 B6 (4/19/06)
Scaricamazza	D6	D6	D6
Simerson	A6	A6	A6
Stauffer	C6	C6	C6
Wilbert	F6	F6	F6